

PROJECT ANNEX 2

TO THE AGREEMENT BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF INDUSTRY, COMMERCE, ENERGY AND MINES
OF THE KINGDOM OF MOROCCO
CONCERNING COOPERATION IN CLEAN ENERGY TECHNOLOGIES

The Department of Energy of the United States of America (DOE) and the Ministry of Industry, Commerce, Energy and Mines of the Kingdom of Morocco (MEM), hereinafter referred to as the “Parties”;

Noting the Agreement between the Department of Energy of the United States of America and the Ministry of Industry, Commerce, Energy and Mines of the Kingdom of Morocco Concerning Cooperation in Energy Efficiency and Renewable Energy signed October 16, 2000 (the “Umbrella Agreement”); and

Believing that effective collaboration by the Parties in the fields of clean energy technologies will contribute to sustainable development, promote global environmental protection, and stimulate market-based solutions to environmental concerns; promote collaborative research, development and deployment of renewable energy and energy-efficient technologies; and foster innovative programs to support the global adoption of these programs;

Have agreed as follows:

ARTICLE I
Objective

- A. The objective of this Project Annex is to undertake cooperation in, but not limited to, the following:
1. The DOE and its National Renewable Energy Laboratory (NREL) will continue working with MEM and its Center for Renewable Energy Development (CDER) on the development and consensus building around the recently completed National Strategic Plan for Development of Renewable Energy in Morocco. This Plan outlines opportunities for major expansion of renewable energy in Morocco through energy infrastructure development, public/private partnerships, environmental protection and the expansion of the capabilities at CDER. DOE and MEM will identify opportunities to develop renewable energy, particularly wind and solar energy, in Morocco.

2. DOE will assist MEM to implement the accreditation of CDER by the Institute for Sustainable Power in Colorado, to help assure that training offered by CDER meets international quality standards, and thereby build effective local capacity and reduce the risk of failure of renewable energy projects in Morocco. DOE and MEM will continue technical cooperation in the development of renewable energy technologies, and for testing and certification of quality standards through CDER for renewable energy technologies.
 3. Regulatory and policy reform in Morocco will help accelerate the introduction of renewable energy through more effective public/private partnerships that can meet both energy and environmental needs in Morocco while providing jobs, joint venture opportunities and a more secure energy future. DOE and MEM will continue to identify opportunities for exchange visits of officials to provide a forum for discussion of renewable energy regulatory and policy reform.
 4. NREL, CDER and Morocco's National Engineering School of Mineral Industry (ENIM) will collaborate to provide training materials for use in engineering courses and post-graduate programs offered by ENIM, leading to more effective clean energy technology projects and engineering leadership in the future.
 5. The Parties will foster the cooperation of NREL, CDER and the private sector to enhance the quality and usefulness of renewable energy resource assessment information available in Morocco, leading to accelerated deployment of renewable technologies. DOE and MEM will seek to facilitate opportunities for the identification and removal of barriers to investments in renewable energy technologies in Morocco.
 6. DOE will cooperate with MEM to help attract financing for clean energy technology projects in Morocco from private industrial and financial sources and from public sources, including U.S. and international financial institutions. DOE will assist MEM in the implementation of such projects.
 7. DOE will cooperate with MEM to continue its efforts to make Morocco a regional leader in the strategic planning development and application of renewable energy technologies and to extend these programs to other African countries.
 8. DOE and MEM will share information and analytical tools to assess opportunities to diversify energy supplies and improve energy efficiency in Morocco so that Morocco may become less dependent on fuel imports.
- B. This Project Annex is subject to the Umbrella Agreement. In the event of any conflict between the terms of the Umbrella Agreement and this Project Annex, the Umbrella Agreement shall govern.

ARTICLE II

Participating Organizations

Each Party may invite other government agencies and private organizations in its respective country to participate in cooperative activities under this Project Annex, at their own expense and on such terms and conditions as the Parties may specify. For the MEM, such agencies and organizations, or "participating organizations," may include CDER and ENIM. For the DOE, such participating organizations may include the United States Agency for International Development, and NREL. Participating organizations may establish specific agreements within this Project Annex.

ARTICLE III

Management

Each Party shall designate a Coordinator to provide technical management of and oversee activities under this Project Annex. Each task undertaken under this Project Annex shall be described in a work plan that is approved by both Coordinators, each of whom shall designate a Co-Project Officer for that specific task.

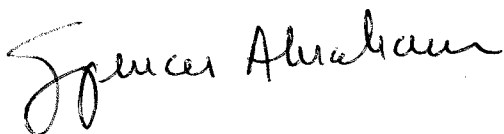
ARTICLE IV

General Provisions

- A. This Project Annex shall become effective upon signature and shall remain in effect for five (5) years or until termination of the Umbrella Agreement, whichever occurs first. This Project Annex may be amended or extended by written agreement of the Parties, so long as the Umbrella Agreement remains in force.
- B. At the discretion of either Party, this Project Annex may be terminated upon six (6) months' advance written notice to the other Party.
- C. Implementation of activities under this Project Annex is subject to the availability of appropriated funds.

SIGNED at Casablanca, this third day of June, 2002 in duplicate.

FOR THE DEPARTMENT OF ENERGY OF
THE UNITED STATES OF AMERICA:



FOR THE MINISTRY OF INDUSTRY,
COMMERCE, ENERGY AND MINES OF
THE KINGDOM OF MOROCCO:

